

Taylor, Morell & Gitomer

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January 24, 1994

Direct Dial: (202) 466-6532

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary Strickland:

I have enclosed two originals and one certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

The document is an Assignment and Assumption Agreement, dated January 14, 1994, a secondary document. The primary document to which this is connected is recorded under Recordation No. 10279. We request that this document be recorded under Recordation No. 10279-G.

The names and addresses of the parties to the Assignment and Assumption Agreement are:

Seller:

GATX Capital Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

Purchaser:

GATX Third Aircraft Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

A description of the equipment covered by the document consists of 15 SD40-2 3,000 horsepower diesel electric locomotives numbered LN 8019-8033, inclusive.

10279-G

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RECEIVED
OFFICE OF THE
SECRETARY

Account for Parts

Honorable Sidney L. Strickland, Jr.
January 24, 1994
Page 2

A fee of \$18.00 is enclosed. Please return the two originals to:

Louis E. Gitomer
Taylor, Morell & Gitomer
Suite 210
919 18th Street, N.W.
Washington, DC 20006

A short summary of the document to appear in the index follows: Assignment and Assumption Agreement, between GATX Capital Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, and GATX Third Aircraft Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, covering 15 SD40-2 3,000 horsepower diesel electric locomotives numbered LN 8019-8033, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosure

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Trust Agreement dated as of January 2, 1979)

This Assignment and Assumption Agreement (this "Agreement"), dated January 14, 1994, is by and between GATX Capital Corporation, a Delaware corporation ("Seller") and GATX Third Aircraft Corporation, a Delaware corporation ("Purchaser").

RECITALS

Seller and Purchaser desire to effect the sale by Seller to Purchaser of all right, title and interest of Seller in and to the lease assets, and the assumption by Purchaser of certain of the obligations of Seller under the lease transaction documents set forth on the attached Schedule 4.1(e) (the "Lease Documents").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in that certain Participation Agreement, dated as of January 2, 1979 (the "Participation Agreement"), among Louisville and Nashville Railroad Company (as predecessor to CSX Transportation, Inc.), as Lessee, City National Bank and Crocker National Bank (as predecessor to Wells Fargo Bank, National Association), as Owners, Mercantile Safe-Deposit and Trust Company, as Agent, First National Bank and Trust Company of Evanston, as Owner-Trustee, and the "Investors" named in Schedule A to such agreement. The locomotives identified on Schedule 4.1(f) (collectively, the "Lease Property") are subject to the Lease.

2. Assignment. Seller does hereby GRANT, BARGAIN, ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY UNTO PURCHASER, ITS SUCCESSORS AND ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of Seller's right, title and interest, together with any related obligations, duties and responsibilities (except as otherwise set forth in Section 3 of this Agreement), in and to the Lease Property, the "Beneficial Interest" (as defined in Paragraph 5 below), the Participation Agreement, the Trust Agreement, the Lease and the other Lease Documents to which Seller is a party, excluding, however, in each case, any claim, cause of action, liability or obligation of any nature or description or other right to payment accruing, arising or relating to any period prior to the date hereof or payable by reason of any act, event or omission occurring or existing prior to the date hereof, whether known or unknown, contingent or otherwise, as of the date hereof.

3. Assumption. Purchaser hereby confirms that it shall be deemed a party to the Trust Agreement and the Participation Agreement on the date of this Agreement (the "Closing Date"), and Purchaser agrees to be bound by all of the terms of and undertakes all of the obligations of the Seller contained in the Trust Agreement and the Participation Agreement, provided that such obligations occur or arise on or after the Closing Date. Upon the Closing Date, Seller shall continue to be responsible for the discharge and

performance of any duty or obligation of the owner of the Lease Property pursuant to or in connection with the Trust Agreement, the Participation Agreement or the other Lease Documents occurring or arising on and after the Closing Date. Purchaser shall not be responsible to any person for the discharge or performance of any duty or obligation of Seller, as the owner of the Lease Property, in connection with the Trust Agreement, the Participation Agreement or the other Lease Documents, occurring or arising prior to the Closing Date.

4. Purchaser Representations. Purchaser hereby represents, warrants and confirms the following for the benefit of Seller, the Investors, the Agent and the Owner-Trustee:

(a) Upon the execution and delivery of this Agreement, Purchaser shall be deemed a party to the Trust Agreement and the Participation Agreement and be bound by all of the terms thereof and undertake all the obligations, arising on and after the Closing Date, of Seller thereunder.

(b) Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the corporate power to own, operate and lease its properties and carry on its business as it does currently and has the corporate power to execute and deliver this Agreement and perform its obligations hereunder.

(c) The execution and delivery by Purchaser of this Agreement and the performance by Purchaser of the obligations it is assuming hereunder have been duly authorized by all necessary corporate action on the part of Purchaser, and this Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms.

(d) The execution and delivery by Purchaser of this Agreement and the performance of the obligations Purchaser is assuming hereunder do not violate, conflict with or constitute a default under any provision of the Certificate of Incorporation or Bylaws of Purchaser, or under any agreement or instrument to which Purchaser is a party, if such default would prohibit or materially interfere with the consummation of the transactions contemplated in this Agreement.

(e) There is no litigation or proceeding pending or, to the knowledge of Purchaser, threatened, against Purchaser which, if adversely determined, would prohibit or materially interfere with the consummation by Purchaser of the transactions contemplated in this Agreement.

5. Seller Representations. Seller hereby represents, warrants and confirms that it owns a 42% ownership interest (the "Beneficial Interest") in the trust established pursuant to the Trust Agreement. Seller further represents and warrants to Purchaser that the Beneficial Interest is free and clear of all security interests, pledges, mortgages, encumbrances and other Liens (collectively, "Liens") and the Lease and the Lease Property are free and clear of all Liens except Liens created or permitted under the Lease Documents.

EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT AND IN ANY OTHER SALE DOCUMENT, THE SALE OF THE LEASE PROPERTY IS MADE "AS IS, WHERE IS," AND SELLER SHALL NOT BE DEEMED TO HAVE MADE ANY FURTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOW OR HEREAFTER AS TO THE (i) VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, MAINTENANCE OR MARKETABILITY OF ANY LEASE PROPERTY OR THE ABSENCE OF ANY DEFECT IN THE LEASE PROPERTY, (ii) CREDITWORTHINESS OF THE LESSEE, (iii) ADEQUACY OF ANY INSURANCE COVERAGE APPLICABLE TO ANY LEASE PROPERTY, (iv) COLLECTIBILITY OF ANY AMOUNT UNDER ANY DOCUMENT, OR (v) TAX CHARACTERIZATION OF THE LEASE.

6. Indemnity. The terms and provisions of the Purchase Agreement respecting indemnities, if any, of the parties are hereby incorporated herein by reference.

7. Further Assurances. Seller agrees to execute and deliver such further documents, and to do such further things, as Purchaser may reasonably request, and at Purchaser's expense, in order to more fully effect this Agreement and the transactions contemplated hereby and by the Purchase Agreement. Purchaser agrees to execute and deliver such further documents, and to do such further things, as Seller may reasonably request and at Seller's expense, in order to more fully effect this Agreement and the transactions contemplated hereby and by the Purchase Agreement.

8. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

9. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the day and year first above written.

SELLER: GATX CAPITAL CORPORATION

By: *Gary E. Lenz*
Name: GARY E. LENZ
Title: ATTORNEY IN FACT

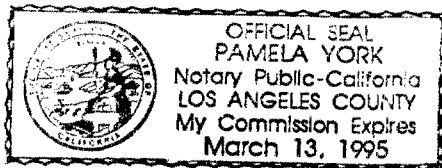
PURCHASER: GATX THIRD AIRCRAFT CORPORATION

By: *Dan G. Mayer*
Name: Dan G. Mayer
Title: ATTORNEY-IN-FACT

State of California)
County of Los Angeles)

On JANUARY 13, 1994 before me, PAMELA YORK, Notary Public, personally appeared DAVID G. MAYER, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

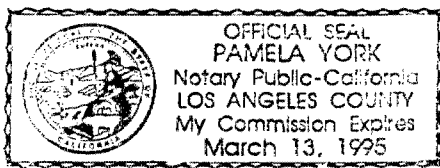


Pamela York
Notary Public

State of California)
County of Los Angeles)

On JANUARY 13, 1994 before me, PAMELA YORK, Notary Public, personally appeared GARY E. LENTZ, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Pamela York
Notary Public

Schedule 4.1(e)
Lease Documents

Trust No. 2

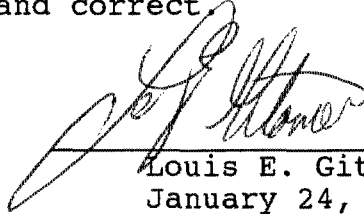
1. Participation Agreement among Louisville and Nashville Railroad Company, Crocker National Bank, City National Bank, First National Bank and Trust Company of Evanston, as Owner-Trustee, Mercantile-Safe Deposit and Trust Company, and the parties named in Schedule A hereto. (Covering 15 diesel-electric locomotives). Dated as of January 2, 1979.
2. Lease of Railroad Equipment dated as of January 2, 1979 between Louisville and Nashville Railroad Company, and First National Bank and Trust Company of Evanston, as Trustee.
3. Conditional Sale Agreement dated as of January 2, 1979 between First National Bank and Trust Company of Evanston, as Trustee under a Trust Agreement dated as of the date hereof with Crocker National Bank and City National Bank and General Motors Corporation (Electro-Motive Division) General Electric Company. 10% Conditional Sale Indebtedness due August 20, 1994.
4. Trust Agreement dated as of January 2, 1979 between each of City National Bank, Crocker National Bank and First National Bank and Trust Company of Evanston.
5. Agreement and Assignment dated as of January 1, 1979 between General Motors Corporation (Electro-Motive Division) and Mercantile Safe Deposit and Trust Company, as Agent.
6. ASSIGNMENT OF LEASE AND AGREEMENT dated as of January 2, 1979, by and between FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, a national banking association, not in its individual capacity but solely as Trustee (the "Lessor" or the "Vendee") under a Trust Agreement dated as of the date hereof (the "Trust Agreement") with CROCKER NATIONAL BANK and CITY NATIONAL BANK (the "Beneficiaries"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, acting not in its individual capacity but solely as Agent (the "Vendor") under a Participation Agreement dated as of the date hereof.
7. Beneficial Owner's Allocation Agreement, dated as of December 29, 1993, by and between Wells Fargo Bank and Seller.
8. Amendment No. I to Trust Agreement, dated as of December 29, 1993, amending Trust Agreement, dated as of January 2, 1979 ("Trust Agreement No. 2"), between each of Seller, Wells Fargo Bank and Bank One, Chicago, NA ("Trustee").

SCHEDULE 4.1(f)
LEASE PROPERTY

<u>TYPE</u>	<u>LESSOR'S UNIT COST</u>	<u>QUANTITY</u>	<u>ROAD NUMBERS</u>	<u>UNIT PURCHASE PRICE</u>
<u>Lease #2</u>				
SD40-2 3,000 Horsepower Locomotives Mfd. by General Motors' Electro-Motive Division in 1978	\$652,980	15	8019-8033	\$33,243

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy to the original Assignment and Assumption Agreement, dated January 14, 1994, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
January 24, 1994